

**SCHEDULE "A" TO CONTRACT OF PURCHASE AND SALE**

The following terms replace, modify, and where applicable, override the terms of the attached Contract of Purchase and Sale ("Standard Contract"). Where a conflict arises between the terms of this Schedule A and the Standard Contract, the terms of Schedule A will apply.

The references in this Schedule A to specific clauses in the Standard Contract are references to the clause numbers in the Contract of Purchase and Sale used by the Real Estate Board ("Real Estate Board Contract"). If the Standard Contract attached hereto has different clause numbers than the Real Estate Board Contract, the terms of this Schedule A will apply with the necessary change and with equal effect to the equivalent clauses of the Standard contract, notwithstanding the different clause numbers.

All references to the "Seller" in the Standard Contract and in Schedule A will be read as references to (MORTGAGES INC. (

1. Clause 22 of the Standard Contract is deleted and replaced by the following:

The acceptance of this offer by [redacted] pursuant to a court Order for Conduct of Sale of the Property and not as seller or owner of the Property. The acceptance of this offer by [redacted] is subject to the approval of the Supreme Court of British Columbia ("Court") and will become effective from the time an order is made approving this offer. [redacted] hereby advises the Buyer that [redacted]'s obligations in connection with this offer, until it is approved by the Court, are limited to putting this offer before the Court. Thereafter, [redacted] is subject to the jurisdiction and discretion of the Court to entertain other offers and to any further orders the Court may make regarding the Property. Given [redacted]'s position and [redacted]'s relationship to other parties in the Proceedings, [redacted] may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. [redacted] gives no undertaking to advocate the acceptance of this offer. In that regard, the Buyer must make its own arrangements to support this offer in Court.

2. Clause 9 (Title) of the Standard Contract is deleted and replaced by the following:

Title: Free and clear of all encumbrances of the parties to Supreme Court of British Columbia, Victoria Registry, Action No. 10 1837 ("Proceedings") in accordance with a Vesting Order of the Court ("Vesting Order") except: subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies, if any, and except as otherwise set out herein.

3. This offer may be terminated at any time before the Court makes an order approving the sale of the Property if the mortgage which is the subject of the Proceedings is redeemed pursuant to the terms of the Order Nisi pronounced in the Proceedings, or is refinanced, or if [redacted] determines it is inadvisable to present the offer to the Court, and [redacted] will have no further obligations or liability to the Buyer under this Contract. This condition is for the sole benefit of the [redacted]

4. Clause 9 (Title) of the Standard Contract is amended by adding the following and Clause 14 (Clearing Title) is deleted and replaced by the following:

If there are existing registered financial charges to be paid under the terms of the Order [redacted] may wait to pay such existing financial charges until immediately after receipt of the Purchase Price, but in this event the Buyer may pay the Purchase Price to [redacted]'s lawyer in trust, on undertaking to pay those financial charges in accordance with the Order.

5. Clause 10 (Tender) of the Standard Contract is deleted and replaced by the following:

Tender or payment of monies by the Buyer to the Seller will be by certified lawyer's or notary's trust cheque only.

6. Clauses 7 and 8 of the Standard Contract are deleted and replaced by the following:

- (a) The assets being purchased under this Contract do not include any personal property.
- (b) The buyer is purchasing the Property and, if applicable, any interest in a strata corporation and its property ("Strata Property"), "as is, where is" as of the Completion Date. Without limiting the generality of the foregoing, the Buyer acknowledges that C.I.C. has not made, and will not make, any warranty or representation relating to the Property or to any Strata Property, including any warranty or representation as to fitness, design or condition for any particular purpose, quality, or the existence of any defect, whether latent or patent, including any defect relating to water penetration or water leakage. The purchaser waives any right to a site profile or any other report under the *Waste Management Act* or any other statute.

7. Clause 12 of the Standard Contract is deleted and replaced by the following:

Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, C.I.C. may at its option either terminate or reaffirm this Contract, and in either event the amount paid by the Buyer, including with limitation the deposit, will be absolutely forfeited to C.I.C. on account of damages, without prejudice to C.I.C.'s other remedies.

8. No property condition disclosure statement concerning the Property forms part of this Contract, whether or not such a statement is attached to this Contract.

9. Clause 5 of the Standard Contract is modified by adding the following:

- (a) Possession will be by operation of and pursuant to the terms of the Vesting Order; and
- (b) The Buyer will assume all tenancies that may exist on the Completion Date and no adjustments, including but not limited to adjustments for rents or security deposits, will be made to the Purchase Price on account of any tenancies.

10. The Purchaser agrees that he is responsible for paying any GST on the purchase price which may be payable on this sale.

**SELLER**  
**MORTGAGES INC.**

**BUYER**

By its solicitor \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



be offered for sale, by private sale, free and clear of all encumbrances save and except the reservations, provisos, exceptions and conditions expressed in the original grant thereof from the Crown.

2. The Petitioner, CIBC MORTGAGES INC., do have exclusive conduct of the sale and may list the Mortgaged Property for sale, until further order of the Court, and may pay to any real estate agent or firm who arranges a sale of the Mortgaged Property a commission of not more than five and one half percent (5.5%) on the first \$150,000.00 of the gross selling price and not more than Two and One-half percent (2.5%) on the balance of the gross selling price, plus any Goods and Services Tax payable from the proceeds of the gross selling price;

3. The sale shall be subject to the approval of the Court unless otherwise agreed to in writing by all parties.

4. The Respondent, [REDACTED], or any person or persons on behalf of the Respondent, including any person or persons in possession of the Mortgaged Property, do forthwith and until such further order of the Court, permit any duly authorized agent on behalf of the Petitioner to inspect, appraise, or show to any prospective purchaser the Mortgaged Property and including the interior of the Premises between the hours of 9:00 a.m. and 7:00 p.m. on any day of the week except holidays and to post signs on the Mortgaged Property stating that the Mortgaged Property are offered for sale.

5. The Respondent, [REDACTED], or any other person or persons in possession of those lands and premises with a municipal address of [REDACTED] Road, Salt Spring Island, B.C., and more particularly known and described as P.I.D. [REDACTED] L.S. B Sections 1 and 2 Range 2 East North Salt Spring Island Cowichan District Plan [REDACTED] (the

"Mortgaged Property") deliver a key to the Mortgaged Property to the Petitioner and/or their agents within one week of the date of this Order.

6. In the event the Respondent, \_\_\_\_\_, falls to deliver a key to the Petitioner and/or their agents within seven (7) days of the date of this Order, then the Petitioner and/or their agents may be at liberty to forcibly enter the interior of the Mortgaged Property and that the Court Bailiff shall, at the request of the Petitioner and/or their agents, use such reasonable force as is necessary to gain access to the interior of the Mortgaged Property, including changing the locks to the Mortgaged Property and installing a lock box on the door of the Mortgaged Property.

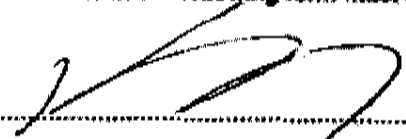
7. If the locks are changed a notice must be placed on the property advising the Respondent, \_\_\_\_\_, of where they may obtain a key (i.e. the realtor).

8. The Petitioner may apply for a further summary accounting of all amounts which become due to the Petitioner for principal, interest, taxes, arrears of taxes, insurance premiums, costs, charges, expenses or otherwise from the date of pronouncement of this Order.

9. The Petitioner be entitled to it's costs of this application at Scale A.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT.

[A signature line in the following form must be completed and signed by or for each approving party.]

  
.....

Signature of \_\_\_\_\_, agent for \_\_\_\_\_, Q.C.  
 party  lawyer for the Petitioner, \_\_\_\_\_ MORTGAGES INC...

By the Court

.....  
Registrar